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REQUEST FOR PROPOSALS

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Brenda Christie, Missouri Department of Transportation, 3602 North Belt Highway, St. Joseph, Missouri 64506-1399, or hand-delivered in a sealed envelope to the General Services Procurement Office in the General Services Building at 3602 North Belt Highway, St. Joseph, Missouri. Proposals must be returned to the offices of General Services Procurement no later than 2:00:00 p.m., CST, October 25, 2006.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Janitorial services to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** MoDOT operates under a decentralized organization with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The General Headquarters office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** 18 months from effective date, January 1, 2007 – June 30, 2008.
- (E) **Renewals:** The MHTC shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period.
- (F) **Mandatory Tour of Buildings:** Potential Offerors must attend the tour of the buildings in order to submit a proposal for Janitorial Services.

Please refer to Appendix A for all of the building locations for the tour. The tour will begin at 10:00:00 a.m. CST on September 27, 2006 at 3602 North Belt Highway, St. Joseph, Missouri.

The purpose of the tour is to allow potential Offerors an opportunity to inspect the buildings prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** An attendance record will be kept.

Each Offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site(s) condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of the service described and required by the contractual requirements. The Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the Offeror's failure to observe existing conditions, etc.

- (G) **Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference regarding this Request for Proposal will be held on September 27, 2006 at 10:30:00 a.m. CST, at 3602 North Belt Highway, St. Joseph, Missouri. All potential Offerors must attend this conference in order to submit a response, since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- (H) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 a.m. and 4:00 p.m. Central Standard Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Event	Date	Time
MoDOT Issues RFP	September 6, 2006	2:00:00 p.m. CST
Mandatory Building Tours	September 27, 2006	10:00:00 a.m. CST
Mandatory PreProposal Conference	September 27, 2006	10:30:00 a.m. CST
Deadline for Written Comments	October 4, 2006	2:00:00 p.m. CST
Deadline for MoDot's Issuing Responses to Written Comments	October 12, 2006	2:00:00 p.m. CST
Deadline for Submitting a Proposal	October 25, 2006	2:00:00 p.m. CST
Recommendation of Award	November 16, 2006	2:00:00 p.m. CST
Contract Effective Date	January 1, 2007	12:00:00 a.m. CST

SECTION (2): SCOPE OF WORK

(A) Services: The Offeror shall provide the following professional services:

- I. The Contractor shall provide janitorial services for the buildings identified in Appendix A in accordance with the requirements and specifications stated herein. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Offeror.
- II. The Contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable to MoDOT in order to provide a clean and sanitary environment for the buildings' content, and the buildings' tenants.
- III. The Contractor shall provide services for all areas of the buildings specified by MoDOT. Such areas shall be all occupied areas, unless otherwise specified by MoDOT during the tour of the buildings described in the General Description and Background Information section of this document. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add, or delete areas of the buildings for which the Contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the Contractor shall be adjusted as specified in the Payment and Invoicing Requirements section of this document.
- IV. The contractor must utilize Appendix C (sample is shown) for reporting purposes throughout the contract period.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit one (1) original and five (5) copies of a program proposal which will include the following:

- I. Equipment and Supplies:
 - a. The contractor must furnish and maintain in good repair, all equipment, including, but not limited to mops, brooms, shampooers, buffers, sweepers, vacuum sweepers, etc., and any other equipment necessary to perform this janitorial services.
 - b. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.
 - c. Toilet tissue, paper towels, trash can liners, liquid hand soap, and sanitary liners will be furnished by the Department. The contractor will place these items in their respective receptacles and dispensers.
 - d. The contractor shall furnish all chemicals including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc.

- e. The contractor shall not use any products, supplies or equipment that may be injurious or damaging to the surface upon which they are applied.

II. Office Areas Daily Requirements (includes conference trailer and materials lab):

- a. Workers will not perform work duties during normal office hours (6:30 a.m. until 5:00 p.m.). Additional duties may be performed on weekend days as scheduled with the Commissions contact person. The contractor shall notify the Commission on schedules of weekly, monthly, quarterly, and annual contractual duties in writing with 14 days of notice to proceed.

The contractor will be required to check off the following duties as they are completed. See Appendix C.

- b. The contractor shall perform the following tasks five nights each week, Monday through Friday, excluding state holidays.
 - 1) Thoroughly sweep all non-carpeted floors using treated brooms or dust mops, as is appropriate. Clean and disinfect all drinking fountains.
 - 2) Disinfect telephones.
 - 3) Empty all wastepaper baskets, trash and disposal containers and place refuse in the dumpster. Wastebaskets to be washed as necessary to be kept clean. Empty all recycle containers into dumpster that is designated for recycled paper.
 - 4) Spot clean all walls and partition surfaces including light switches to give a clean satisfactory appearance.
 - 5) Spot clean carpet.

III. Office Areas Weekly Requirements:

- a. The contractor shall perform the following tasks on a weekly basis.
 - 1) Vacuum all carpets twice per week or as needed.
 - 2) Wet-mop all tile floor areas not mopped on a daily basis.
 - 3) Dust all horizontal surfaces with treated dust cloths.
 - 4) Clean desk (if cleared).
 - 5) Spot clean carpet as necessary.
 - 6) Remove black marks and high-speed buff all tile floors in offices.
 - 7) High/low dust picture frames, chair legs, window frames, window blinds, etc.
 - 8) Polish kick panels on doors, clean window ledges.

IV. Office Areas Monthly Requirements:

- a. The contractor shall perform the following tasks on a monthly basis.
 - 1) Thoroughly scrub tile floor areas, removing all black marks; apply a thin coat of skid proof wax or floor finisher.
 - 2) Dust all vertical surfaces of office furniture and equipment including partitions.
 - 3) Sweep, dust and mop storage areas.
 - 4) Dust ceiling fans, vents and clean baseboards.

V. Office Areas Quarterly Requirements:

- a. The contractor shall perform the following tasks on a quarterly basis.
 - 1) Clean all registers, heating and cooling ventilators, tops of partitions, and exposed pipes.
 - 2) Vacuum all upholstered furniture.
 - 3) Deep clean all carpeted areas using hot water extraction method.
 - 4) Clean desk front and sides.
 - 5) Thoroughly clean all window blinds.

VI. Office Areas Annual Requirements:

- a. The contractor shall perform the following tasks on an annual basis.
 - 1) Spray all carpeting to prevent static electricity, preferably in the fall of the year.
 - 2) Clean all wall surfaces, taking care not to use any liquid that will mar or scratch the walls or partition panels.
 - 3) Thoroughly wash and clean all light fixtures, lenses and light tubes.
 - 4) Strip, wax and seal all tiled floor areas being serviced.
 - 5) Shampoo all upholstery chairs and wash all plastic or vinyl chairs.

VII. Entrance Areas Daily Requirements:

- a. The contractor shall perform the following tasks on a daily basis.
 - 1) Sweep and mop floors.
 - 2) Clean doors, door glass and frames.
 - 3) Clean debris and sweep outside up to driveway.
 - 4) Sweep/dust mop stairways.

VIII. Entrance Areas Weekly Requirements:

- a. The contractor shall perform the following tasks on a weekly basis.
 - 1) Clean and polish elevator walls.
 - 2) Clean out ash urn and add sand as needed.
 - 3) Scrub floors.
 - 4) Dust handrails.
 - 5) Clean floor mats.

IX. Entrance Areas Monthly Requirements:

- a. The contractor shall perform the following tasks on a monthly basis.
 - 1) Deep clean floors with machine scrubber and reseal or wax.
 - 2) Damp mop stairs.

X. Entrance Areas Quarterly Requirements:

- a. The contractor shall perform the following tasks on a quarterly basis.
 - 1) Clean walls.
 - 2) Scrub stairs.

XI. Entrance Areas Annual Requirements:

- a. The contractor shall perform the following tasks on an annual basis.
 - 1) Clean ceiling of stairs entry and elevator.

XII. Rest Room Areas Daily Requirements:

- a. The contractor shall perform the following tasks on a daily basis.
 - 1) Clean toilet bowls and seats, urinals, hand sinks, counter tops and walls around these fixtures.
 - 2) All mirrors bright work, chrome pipes and fittings.
 - 3) Mop and clean all floors.
 - 4) Dust and wipe all horizontal surfaces.
 - 5) Empty and clean all containers and disposable insert liners as needed.
 - 6) Restock dispensers to normal limits (soap, tissue, towels, liners).
 - 7) Remove spots, stains, scuffmarks, and finger or handprints.
 - 8) Report all damage.

XIII. Rest Room Areas Weekly Requirements:

- a. The contractor shall perform the following tasks on a weekly basis.
 - 1) Stall partitions, doors, doorframes and push plates.
 - 2) Pour two gallons of water down each floor drain.

XIV. Rest Room Monthly Requirements:

- a. The contractor shall perform the following tasks on a monthly basis.
 - 1) Air diffusers in all restrooms.
 - 2) Spot clean exposed pipes.
 - 3) All mirrors bright work, chrome pipes and fittings.

XV. Rest Room Quarterly Requirements:

- a. The contractor shall perform the following tasks on a quarterly basis.
 - 1) Clean all walls.
 - 2) Deep clean floors with machine scrubber and reseal or wax.
 - 3) Clean and disinfect shower.

XVI. Break Areas Daily Requirements:

- a. The contractor shall perform the following tasks on a daily basis.
 - 1) Sweep and damp mop and /or machine scrub floors.
 - 2) Clean/disinfect counter tops and tables.
 - 3) Clean/disinfect sinks and fixtures.
 - 4) Clean microwaves inside and out and properly disinfect.

XVII. Break Areas Weekly Requirements:

- a. The contractor shall perform the following tasks on a weekly basis.
 - 1) Remove empty aluminum pop cans to a specified location.
 - 2) Clean cabinet fronts and sides.
 - 3) Clean outside of refrigerator.
 - 4) Clean wall base and walls.

XVIII. Break Areas Quarterly Requirements:

- a. The contractor shall perform the following tasks on a quarterly basis.
 - 1) Strip and wax floors.

XIX. Garage Areas Daily Requirements:

- a. The contractor shall perform the following tasks on a daily basis.
 - 1) Sweep debris from 2nd level garage floors.
 - 2) Empty all wastepaper baskets, trash and disposal containers and place refuse in the dumpster. Wastebaskets to be washed as necessary and kept clean.

XX. Garage Areas Monthly Requirements:

- a. The contractor shall perform the following tasks on a monthly basis.
 - 1) Sweep all garage areas (approximately 7,500 square feet) with sweeping compound.

XXI. Garage Areas Annual Requirements:

- a. The contractor shall perform the following tasks on an annual basis.
 - 1) Clean wall surfaces.

Miscellaneous:

The contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties that may arise as a result of accidental stains or untidy conditions at no cost to the Commission. The Commission representative will address severe stains or conditions that cannot be corrected.

Workers may perform work duties in the garage area during normal office hours only (6:30 a.m. until 5:00 p.m.).

XXII. Personnel Requirements:

- a. The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- b. The contractor shall name in writing a designated representative and alternate available daily to the Commission. The contractor shall also supply address and telephone number of the contact person and alternate, and notify in writing the commission prior to changing the designated contact person, address, or telephone number.
- c. Employees of the Contractor shall be required to wear, at all times while on the premises of the Commission, identification name tags designating them as an employee of the contractor.

XXIII. Security Requirements:

- a. The contractor shall be responsible for keeping the Commission's areas of the buildings locked while the contractor or the contractor's employees are on the premises. Only authorized persons shall be permitted on premises. The contractor shall be responsible for locking all doors and turning lights off upon completion of the janitorial services.
- b. The contractor's employees shall activate a card reader when exiting the premises at the end of their working shift.
- c. The contractor shall be held responsible for any breakage, damage and/or loss of the Commission's equipment or supplies through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the Commission's premises.
- d. The contractor shall not use nor allow the contractors' employees to use any Commission equipment, supplies and/or telephones.

XXV. Department Responsibility:

- a. The Commission's contact person will be the General Services Technician.
- b. Promptly process payments.
- c. Payment will be made within 30 days of the end of each month or when invoice is received, whichever is later.
- d. The Commission shall provide a communication logbook that shall be reviewed by the Contractor on a daily basis. The Commission representative shall designate a mutually agreeable permanent location for the communication logbook. Entries into the communication logbook shall be made by the Commission representative and/or the Contractors representative only unless other agreed upon representative are designated. The communications logbook shall provide daily communications between the commission and the Contractors containing, but not necessarily limited to:
 - i. Infractions of the Contractor employers.
 - ii. Infractions of the specified requirements for the contract.
 - iii. Unsatisfactory performance by the Contractor.
 - iv. Security infractions.
 - i. The Communications logbook shall not necessarily be the only means of communications but shall be kept updated regularly and considered an official documentation.
 - ii. Repeated unsatisfactory performance and/or infractions of the contract shall be addressed in formal correspondence to the Contractor.

XXVI. Payment and Invoicing Requirements:

- a. Invoicing: The Contractor shall submit a monthly itemized invoice, to the address stated below, for providing janitorial services in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price per square foot, per month, contract number, location, and dates of service on each monthly invoice.

District 1

Missouri Department of Transportation

Attn: John Cool

3602 North Belt Highway

St. Joseph, MO 64506-1399

- b. Payment: The Contractor shall be paid the firm, fixed price per square foot, per month specified on the Pricing Page of this RFP for janitorial services actually provided, subject to any damages that may be charged to the Contractor, per the damage requirements stated elsewhere herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.
 - 1) If any of the supplemental services, as specified herein, were required and performed during the monthly invoice period, the Contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of additional cleaning performed. Invoicing for supplemental services shall be invoiced separately from the monthly invoice and itemized as miscellaneous services. These services will be authorized and approved by John Cool.
 - 2) Other than the payment(s) specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

XXVII. General Conditions:

- a. The various tasks and schedules for performances of work, as outlined in this contract, are not to be taken as limiting. All work is to be performed in a manner satisfactory to and acceptable by the Commission. The intent of this contract is to provide for the building, office equipment and furniture being kept clean and in first-class condition.
- b. No products, supplies or equipment shall be used by the contractor that are injurious or damaging to the surfaces to which they are applied.
- c. The contractor's employees are not to dust desks or table tops that have papers, etc. on them. Any tops to be cleaned shall have all papers removed at the end of each workday by Missouri Department of Transportation employees.

- d. If special attention is needed a note shall be left in a mutually determined area and/or a phone call made to the contractor, or contractor's supervisor.
- e. The contractor shall submit a monthly invoice to John Cool, Facilities Supervisor, 3602 North Belt Highway, St. Joseph, Missouri 64506.
- f. The contractor shall fully coordinate his or her activities in the performance of the contract with the Commission's designated representative.
- g. The contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the Commission.
- h. The Commission reserves the right to terminate the contract at any time, for the convenience of the Commission, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination.
- i. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) MHTC's Representative:** MoDOT's District 1 Engineer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the District Engineer. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the District Engineer throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.

- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subconsultants, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily or upon the appointment of a receiver, Offeror, or assignee for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (J) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

- (K) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (L) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (M) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (N) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (O) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (P) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (Q) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

Indemnification: The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

(T) Insurance:

a. General Liability \$400,000 per occurrence and \$2,500,000 aggregate;

b. Automobile Liability	\$400,000 per occurrence and \$2,500,000 aggregate
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c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

SECTION (4): PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS

- Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Brenda Christie as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

2. Submission of All Data Required: The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be

evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.

3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Brenda Christie, Missouri Department of Transportation, 3602 North Belt Highway, St. Joseph, Missouri, 64506-1399, (816) 387-2430 (office), (816) 387-2368 (fax), email: Brenda.Christie@modot.mo.gov.
5. **Written Questions:** Any pre-submission question(s), comment(s), concern(s), or request(s) for clarification regarding the RFP or proposal requirements shall be submitted on or before 2:00:00 p.m. Central Standard Time, October 4, 2006, by facsimile transmission (fax), electronic mail (email), or in writing, to Ms. Brenda Christie at the address listed above. No questions about the RFP will Be entertained after the due date for written questions.

Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/Services.htm in the form of a written addendum. It is anticipated that this addendum will be issued on October 12, 2006. No contact with MHTC Board members or other MoDOT staff will be allowed during the RFP process. Any contact with these Individuals will be grounds for disqualification. It will be the responsibility of the Offeror to access MoDOT's website in order to obtain any and all addenda issued during the course of this RFP process. Receipt of all addenda shall be acknowledged in the proposal.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. OFFEROR'S EXPERIENCE, EXPERTISE AND RELIABILITY

- (a) Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous janitorial services.
- (b) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.
 1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

2. Dates of the Contract.
 3. A brief, written description of the specific prior services performed and requirements thereof.
- (c) The above information may be shown on the form attached as EXHIBIT A to this RFP or in a similar manner.
 - (d) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed. EXHIBIT B should be used for this.
 - (e) The Offeror should provide a resume including referenced detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the project.
 - (f) If the staff is not yet hired, the Offeror should provide:
 1. Detailed descriptions of the required employment qualifications, and
 2. Detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.
 - (g) The Offeror may utilize EXHIBIT B for displaying such information or may use any other method necessary.

2. PROPOSED METHOD OF PERFORMANCE

- (a) Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Since the evaluators have already read the Scope of Work as described in the RFP, it is not necessary for the Offeror to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
- (b) The Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirement of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- (c) The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the following method is recommended:

On plain white paper, identify each specific paragraph and subparagraph of the Scope of Work (see Part Two) by paragraph

and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with, what, to what degree, why, where, etc., the requirement will be satisfied. The description should include the number of employee hours to be devoted to each area.

AS AN EXAMPLE:

Discussion Item: Paragraph _____, Page _____

In this space describe who will be providing the service, specifics about the service, how the task will be accomplished, what direction will the service take, how often it will be provided, who will provide it, etc. Also, describe any other information you can possibly think of related to this requirement.

Discussion Item: Paragraph _____, Page _____

In this space provide a specific description of how this requirement will be met, who will do it, criteria for it, the goals and objectives of it, etc.

- (d) The Offeror should provide an organizational chart showing the staffing and lines of authority for the day personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.

3. COST, FEES & EXPENSES

The objective evaluation of cost shall be conducted based upon a total annual amount for all services. For evaluation purposes only, the total for the required janitorial services shall be computed using the cleanable square footage amount listed in Appendix A and the per hour cost for supplemental services.

- (a) Utilizing the total cost determined from above, cost points shall be determined using a scale of 25 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 25 = \text{Cost score points}$$

- (b) The Offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. MoDOT makes no guarantee regarding the accuracy of the quantities stated, nor does MoDOT intend to imply the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

4. RECOMMENDATIONS FROM REFERENCES

- (a) Proposals should indicate the name, title and telephone number of at least three officials or clients within the past three years. Please use Exhibit A for this information.

(C) EVALUATION CRITERIA AND PROCESS

- 1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

A.	Experience, Expertise & Reliability	30 pts. Maximum
B.	Proposed Method of Performance	25 pts. Maximum
C.	Cost, Fees and Expenses	25 pts. Maximum
D.	Recommendations from references	20 pts. Maximum

- 2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
- 3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

- 1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICING PAGE**

(A) JANITORIAL SERVICES

The Offeror shall provide a firm, fixed price per square foot, per month, in the table below, for the original contract period and a maximum price per square foot, per month, for each potential renewal period for providing all janitorial services in accordance with the provisions and requirements specified herein. All costs associated with providing the required services and supplies shall be included in the stated prices.

Item #	Description	Original Contract Period	1 st Renewal Period	2nd Renewal Period	3rd Renewal Period	4th Renewal Period
001	MAIN OFFICE	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month
002	GARAGE AREA OFFICES TOP FLOOR	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month
003	GARAGE AREA BREAKROOM /TRAILER MIDDLE FLOOR	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month
004	GARAGE AREA OPERATIONS & LAB BOTTOM FLOOR	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month
005	GARAGE AREA OPEN BAYS TOP FLOOR	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month

(B) SUPPLEMENTAL SERVICES

The Offeror shall provide, in the table below, firm, fixed prices for each of the following supplemental services in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated prices.

For construction clean-up services:

Item #	Description	Original Contract Period	1 st Renewal Period	2nd Renewal Period	3rd Renewal Period	4th Renewal Period
006	Construction Cleanup	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month

(Signature/Title)

(Date)

EXHIBIT A
FIRM'S PRIOR EXPERIENCE

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT
PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF
BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

(Name) (Title or Position)

Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Company	Telephone
1.			
2.			
3.			

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list SS #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

APPENDIX A

Locations and Approximate Square Footage

Location	Square Footage-Evening Cleaning	Square Footage-Day- time Cleaning
----------	------------------------------------	--------------------------------------

	<i>MoDOT Contact Person(s): GAIL DAVIS PHONE: 816-387-2834</i>	
MAIN OFFICE 3 FLOORS	13,389	0
GARAGE OFFICE (General Services) TOP FLOOR	1,155	0
BREAKROOM, TRAILER MIDDLE FLOOR	2,248	0
OPERATIONS & LAB BOTTOM FLOOR	2,975	0
TOTAL OFFICE	19,767	0

	<i>MoDOT Contact Person(s):</i>	
GARAGE AREA (OPEN BAY)	7,269	
LOCATED ON MIDDLE FLOOR		
TOTAL OPEN BAYS	7,269	
DISTRIC T 1 BUILDINGS		
Total of Daytime & Evening Square Footage		

APPENDIX B

Cleaning Requirements for Secured Areas **In Applicable Buildings**

Main Office Building:

The Credit Union and the Safety Office are secured areas; all office doors are locked at all times:

- These offices must be cleaned between the hours of 3:00 p.m. to 4:00 p.m. weekly; by appointment only. The Contractor will be given access while MoDOT employees are present during this time to clean the area.

APPENDIX C

Example

check box upon completion of task		A.	<i>OFFICE AREAS</i>	
			<u>OFFICE DAILY:</u>	
	<input type="checkbox"/>	i.	Thoroughly sweep all non-carpeted floors using treated brooms or dust mops, as is appropriate. Clean and disinfect all drinking fountains.	
	<input type="checkbox"/>	ii.	Disinfect telephones.	
	<input type="checkbox"/>		Empty all wastepaper baskets, trash and disposal containers and place refuse in the dumpster. Waste baskets to be washed as necessary to be kept clean. Empty all recycle containers into dumpster that is designated for recycled paper.	
	<input type="checkbox"/>	iii.		
	<input type="checkbox"/>	iv.	Spot clean all walls and partition surfaces including light switches when required, to give a clean, satisfactory appearance.	
	<input type="checkbox"/>	v.	Spot clean carpet.	
		B.	<i>ENTRANCE AREAS</i>	
			<u>ENTRANCE DAILY:</u>	
	<input type="checkbox"/>	i.	Sweep and mop floors.	
	<input type="checkbox"/>	ii.	Clean doors, door glass and frames.	
	<input type="checkbox"/>	iii.	Clean debris and sweep outside up to driveway.	
	<input type="checkbox"/>	iv.	Sweep/dust mop stairways.	
		C.	<i>REST ROOM AREAS</i>	
			<u>RESTROOMS DAILY:</u>	
	<input type="checkbox"/>	i.	Clean toilet bowls and seats, urinals, hand sinks counter tops and walls around these fixtures.	
	<input type="checkbox"/>	ii.	All mirrors bright work, chrome pipes and fittings.	
	<input type="checkbox"/>	iii.	Mop and clean all floors.	
	<input type="checkbox"/>	iv.	Dust and wipe all horizontal surfaces.	
	<input type="checkbox"/>	v.	Empty and clean all containers and disposable insert liners as needed.	
	<input type="checkbox"/>	vi.	Restock dispensers to normal limits (soap, tissue, towels, liners).	
	<input type="checkbox"/>	vii.	Remove spots, stains, scuffmarks, finger or handprints.	
	<input type="checkbox"/>	viii.	Report all damage.	
		D.	<i>BREAK AREAS</i>	
		<u>BREAK AREAS DAILY:</u>		
<input type="checkbox"/>	i.	Sweep and damp mop and/or machine scrub floors.		
<input type="checkbox"/>	ii.	Clean/disinfect counter tops and tables.		
<input type="checkbox"/>	iii.	Clean/disinfect sinks and fixtures.		
<input type="checkbox"/>	iv.	Clean microwaves inside and out and properly disinfect.		
	E.	<i>GARAGE AREAS</i>		
		<u>GARAGE DAILY:</u>		
<input type="checkbox"/>	i.	Sweep debris from 2nd level garage floors.		
<input type="checkbox"/>	ii.	Empty all wastepaper baskets, trash and disposal containers along with trash adjacent to them and place refuse in the dumpster. Waste baskets to be washed as necessary to be kept clean.		

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subContractors, if any, based on race, color, religion, creed, national origin, sex or age. The undersigned Contractor or his subContractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.

- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subContractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Officer upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor will be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subContractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) The attachment entitled **"PREFERENCE IN PURCHASING PRODUCTS"** must be completed and returned with the solicitation documents.
 - 2) The attachment entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** must be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award.

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subContractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any SubContractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 each individual per accident or occurrence.
 - ii. Not less than \$2,500,000 each accident or occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri

Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the del the deliveries.

SPECIAL TERMS AND CONDITIONS

Insurance

- c. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- d. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 3) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 4) Public Liability (includes property damage and personal injury):
 - iii. Not less than \$400,000 for any one person in a single accident or occurrence.
 - iv. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 5) Special Hazard Insurance: As required.
 - 6) Builder's Risk: Not less than the full Contract amount.

Information and Reports

- b. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.